

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

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SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Miracle Rock Mining and Research, LC** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/015/096** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:
 - A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private or public site ways, roads, railroads; land excavations; drill sites and

APPROVED

workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
5. If the Surety expressly provides for cancellation or termination for non-renewal:
- A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.

The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

~~David Taylor~~ Miracle Rock Mining and Research
Operator Name

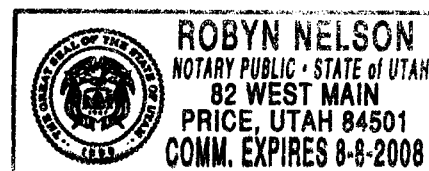
By David Taylor
Authorized Officer (Typed or Printed)
MANAGER
Authorized Officer - Position

David Taylor 6/6/07
Officer's Signature Date

STATE OF Utah)
COUNTY OF Carbon) ss:

On the 16 day of June, 20 07, David Taylor
personally appeared before me, who being by me duly sworn did say that
he/she is an officer (owner, officer, director, partner, agent
or other (specify)) of the Operator David Taylor and duly
acknowledged that said instrument was signed on behalf of said Operator by
authority of its bylaws, a resolution of its board of directors or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Robyn Nelson
Notary Public
Residing at 82 W. Main Price, Ut
8/8/08
My Commission Expires:



DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

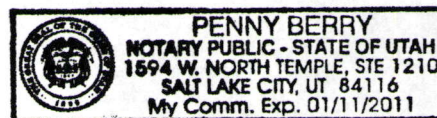
6/19/07
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 19 day of June, 2007, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Humic Shale

Mine Name: Dry Wash Mine

County: Emery

Disturbed Acres: 5 (five)

Operator Name: Miracle Rock Mining and Research, LC

Operator address: 400 S 200 E PO BOX 76 EMERY UT 84522

Operator telephone: (435) 286-2222 / 286-2315

Operator fax: (435) 286-2322

Operator email: david@livearth.com

Contact: David Taylor

Surety Type: CD

Held by (Bank/BLM): Far West

Surety Amount: 23000.⁰⁰

Surety Account Number:

UTU and/or ML number: NTB

Escalation Year:

Tax ID or Social Security (for cash only):

FAR WEST BANK

A Division of AmericanWest Bank, Spokane, WA

May 16, 2007

State of Utah, Dept. of Natural Resources
Division of Oil, Gas and Mining
1594 West North Temple STE 1210
P O Box 145801
Salt Lake City, Utah 84114-5801

Attn: Ms Beth Ericksen – 801-538-5318 or bethericksen@utah.gov

This letter acknowledges receipt of a Reclamation Surety by Far West Bank from the Division of Oil, Gas, and Mining. Far West Bank agrees to the terms and instructions of the CD Agreement letter. An administrative hold (restriction) has been placed on the account in the amount identified below until such time redemption or release authorization is provided by the Division in accordance with the instructions per the CD agreement letter.

Mine Site: S/015/096 – Dry Wash Mine
Account Name: Miracle Rock Mining & Research LC
Account Number: _____
Principal Amount: \$23,000.00
Original Acknowledgement: May 16, 2007

Sincerely,



Dan S. Hunter
Financial Center Manager

☒ APPROVED



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

May 17, 2007

Far West Bank
82 West Bank
Price, Utah 84501

Attention: Dan S. Hunter, Financial Center Manager, 435-637-1272, danh@farwestbank.com

Subject: Reclamation Surety, Certificate of Deposit for Dry Wash Mine, S/015/096 Mine Site,
Emery County, Utah, Miracle Rock Mining and Research, LC

Certificate of Deposit no. _____ Principal Amount \$23,000.00.

This letter describes the mutually agreed upon instructions of the below signed parties to Far West Bank ("Bank"), regarding the control, redemption, and release of Bank's above-described certificate of deposit ("CD"), which is being used as a surety to guarantee the availability of reclamation funds for the Dry Wash Mine, Emery County, Utah. It is the intention of the parties that the CD be utilized as surety to guarantee that \$23,000.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining ("Division") and the BLM upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with applicable state law and regulations.

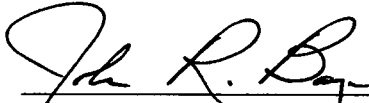
Ownership and Renewal:

Ownership of the CD is retained by, Miracle Rock Mining and Research, LC but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. Bank hereby acknowledges the pledge of the aforesaid CD to the Division and the BLM and agrees to record the information in the bank's written and electronic records of book entry. Further, the bank acknowledges and agrees that it shall hold the moneys represented by the CD's as a custodian and agent for the Division and shall be liable to the Division for any and all losses to the principal amount of the aforesaid CD caused in any manner whatsoever during the terms of this agreement.

amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$23,000.00. All tax liabilities for accrued interest shall remain the sole responsibility of the Owners.

Bank will not be held liable for any dispute between the parties.

Agreed Upon By:



John R. Baza, Director
Utah Division of Oil, Gas & Mining

Date: 6/19/07



David J. Taylor, Manager
Miracle Rock Mining and Research, LC
Tax ID Number:

Date: 6/6/2007



Dan S. Hunter, Financial Center Manager
Far West Bank

Date: June 6, 2007

FAR WEST BANK

A Division of AmericanWest Bank, Spokane, WA

June 6, 2007

RE: Miracle Rock Mining & Research LC

Dear Jed,

Enclosed is the new CD signature card, CD letter agreement, bank administrative hold letter and the Small Mine Reclamation Contract from Dave Taylor that you requested to be renamed and signed.

Please have John R. Baza sign the CD signature card and return in the envelope provided.

Please send a copy of the signed letter agreement back to the bank.

If you have any questions, please call me at 435-637-1272

Sincerely,

Robyn Nelson
Personal Banker II

RECEIVED

JUN 08 2007

DIV. OF OIL, GAS & MINING

CONFIRMATION OF TIME DEPOSIT

Financial Institution: Far West Bank, A Division of AmericanWest Bank of Spokane Washington, Price Financial Center
82 W Main, Price, UT 84501

Account Name: MIRACLE ROCK MINING & RESEARCH LC - FBO STATE OF UTAH/DOGM SSN/TIN: 90-0168920
BUSINESS TYPE: Limited Liability Company

Account Number	Issue Date	Deposit Amount	Term	Maturity Date
	May 16, 2007	\$23,000.00	12 Months	May 16, 2008

Rate Information: This Account is an interest bearing account. The interest rate paid on the entire balance in the account will be 4.60% with an annual percentage yield of 4.68%.

The interest rate and annual percentage yield will not change for the term of the account. The interest rate will be in effect until May 16, 2008. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded quarterly and will be credited quarterly. We will deposit the interest in an account that you designate. Interest will be credited quarterly to your account #171021793. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in leap year) for each day in the year.

Limitations: You must deposit \$1,000.00 to open this account. You may not make additional deposits into this account. You may not deposit more than \$99,999.99 to this account. Interest credited may be withdrawn.

Time Account Information: Your account will mature on May 16, 2008. If you withdraw any of the principal before the maturity date, we may impose a penalty of 90 day's interest on amount withdrawn. This account will automatically renew. You will have 10 days after the maturity date to withdraw funds without penalty. If you do not withdraw the funds, each renewal term will be for an identical period of time as the original term.

NON TRANSFERABLE - NON NEGOTIABLE

Member
FDIC

Signature and Title of Authorized Financial Institution Signer

Rolyn Nelson PBII

TIME DEPOSIT AGREEMENT

We appreciate your decision to open a time deposit account with us. This Agreement sets forth certain conditions, rates, and rules that are specific to your Account. Each signer acknowledges that the Account Holder named has placed on deposit with the Financial Institution the Deposit Amount indicated, and has agreed to keep the funds on deposit until the Maturity Date. As used in this Agreement, the words "you", "your" or "yours" mean the Account Holder(s), the word "Account" means this Time Deposit Account and the word "Agreement" means this Time Deposit Agreement, and the words "we", "us" and "our" mean the Financial Institution. This Account is effective as of the Issue Date and is valid as of the date we receive credit for noncash items (such as checks drawn on other financial institutions) deposited to open the Account. Deposits of foreign currency will be converted to U.S. funds as of the date of deposit and will be reflected as such on our records.

INTEREST RATE. The interest rate is the annual rate of interest paid on the Account which does not reflect compounding ("Interest Rate"), and is based upon the interest accrual basis described above.

AUTOMATIC RENEWAL POLICY. If the Account will automatically renew as described above, the principal amount and all paid earned interest that has not been withdrawn will automatically renew on each Maturity Date for the term described above in the Time Account Information section. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that Deposit Amount and term. If you wish to withdraw funds from your Account, you must notify us during the grace period after the Maturity Date.

EARLY WITHDRAWAL PENALTY. You have agreed to keep the funds on deposit until the Maturity Date of your Account. Any withdrawal of all or part of the funds from your Account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified above will apply.

Minimum Required Penalty. If you withdraw money within six (6) days after the date of deposit, the Minimum Required penalty is seven (7) days' simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account.

Exceptions. We may let you withdraw money from your Account before the Maturity Date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the Account is an IRA or a Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

Page 1 of 2

TO:

MIRACLE ROCK MINING & RESEARCH LC - FBO STATE
OF UTAH/DOGM
P O BOX 76
EMERY, UT 84522

DATE: June 6, 2007

Customer Copy

**Far West Bank, A Division of AmericanWest Bank of
Spokane Washington**

Account Holder Name(s): **MIRACLE ROCK MINING & RESEARCH LC - FBO
STATE OF UTAH/DOGM**

Reporting SSN/TIN: **90-0168920**

Mailing Address: **P O BOX 76, EMERY, UT 84522**

Street Location: **400 S 200 E, EMERY, UT 84522**

Telephone Number: **Work #: (435) 286-2222**

Number of Signatures Required: **1** CIF Number: **MIRACLE ROCK MI**

Account Purpose: **Non Consumer**

ACCOUNT TYPE	ACCOUNT NUMBER	
12 Month Certificate of Deposit	CD #1	
Date Opened	Date Revised	Opened By
5-16-07		RN0078
		Verified By
		ChexSystems

TIN/BACKUP WITHHOLDING

Reporting TIN: **90-0168920**

Important: Under penalties of perjury, I certify that the number shown above is the Limited Liability Company's correct taxpayer identification number. I am a U.S. person (including a U.S. resident alien), and that (check appropriate box):

☒ The Limited Liability Company is not subject to backup withholding, because the Limited Liability Company is exempt from backup withholding, or because the Limited Liability Company has not been notified by the IRS that the Limited Liability Company is subject to backup withholding as a result of failure to report all interest or dividends, or because the IRS has notified the Limited Liability Company that the Limited Liability Company is no longer subject to backup withholding.

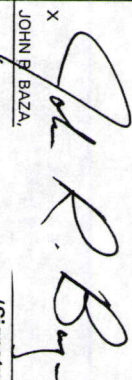
☐ The Limited Liability Company is subject to backup withholding.

Signature of Authorized Individual: 

Date **6/6/07**

BUSINESS TYPE: Limited Liability Company

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

 X JOHN R. BAZA	
(Signatures and printed names of each account signer)	

The authorized Agent(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), and acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

CERTIFICATE OF AUTHORITY AND COMPANY RESOLUTIONS

Date: **06-06-2007**

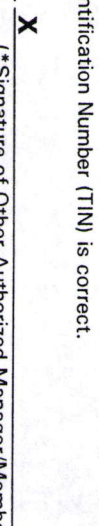
The individuals signing above certify that the Limited Liability Company ("Company") is organized, and is duly authorized to transact business under the laws of the state in which it is located and it is located at the address shown above. The name of the Company shown herein is the complete and correct name of the Company. Excluding the company name, all registered assumed business names under which the company does business are as follows:

The individuals signing above certify that all of the managers, members and Authorized Agents ("Agents") of the Company listed occupy the positions shown, and have signed herein.

The managers/members further represent and certify that the following resolutions were adopted at a duly convened meeting of the members or by other duly authorized action in lieu of a meeting and remain unmodified and in full force and effect:

- a. That the Agents listed herein are authorized and empowered to act for and on behalf of the Company to carry out and perform transactions under the terms and conditions of the Agreement. The named Agents are authorized and empowered to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.
- b. That the Financial Institution is directed to accept and pay without further inquiry any item, bearing the following appropriate number of signature(s), drawn against any of the Company's accounts with the Financial Institution.
- c. That any one of such Agents is expressly authorized to endorse all checks, drafts, notes, and other items payable to or owned by the Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.
- d. That the authority given to the Agents shall remain in full force until written notice of revocation is delivered and affect any items in process at the time notice is given. A manager, member or Agent of the Company will notify the Financial Institution of any change in the ownership of the Company, company name, any assumed business names, and any aspect of the Company affecting the relationship between the Company and the Financial Institution before it occurs.
- e. That the number shown above as the Company Tax Identification Number (TIN) is correct.


X
(Signature of Certifying Manager/Member)


X
(*Signature of Other Authorized Manager/Member)

*NOTE: In the case the member or other certifying manager is designated by the resolutions as one of the signing managers, this certificate must also be signed by a second manager/member of the Company.